



**Franklin City Council Agenda
November 22, 2021
Council Chambers
207 West Second Avenue
Franklin, Virginia 23851**

**7:00 P.M.
Regular Meeting**

CALL TO ORDER. MAYOR FRANK M. RABIL

PLEASE TURN OFF CELL PHONES. MAYOR FRANK M. RABIL

PLEDGE OF ALLEGIANCE

CITIZEN'S TIME

AMENDMENTS TO AGENDA

1. CONSENT AGENDA:

- A. Approval of November 8, 2021 minutes
- B. Recognition of STAR Performers
- C. Western Tidewater Free Clinic Update

2. FINANCIAL MATTERS

- A. Presentation of the FY 21 Audit

3. OLD/ NEW BUSINESS:

- A. Public Hearing and Acceptance of Blackwater Park
- B. Public Hearing Pretlow Industrial Park Rezoning
- C. Approval of Sale of Pretlow Industrial Park- Global Concentrate
- D. City Manager's Report

4. COUNCIL/STAFF REPORTS ON BOARDS/COMMISSIONS

5. CLOSED SESSION

I move that the City of Franklin, Virginia City Council adjourn into a closed meeting pursuant to Virginia Code Section 2.2-3711-A-1, 1. discussion of appointments to boards and commissions, and discussion of performance of employees of the public body to discuss the following subject or subjects: Franklin Redevelopment and Housing Authority Board of Commissioners, Industrial Development Authority, Transportation Technical Advisory Committee, ERVIFA, CPMT, and

2.2-3711-A-3, Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body specifically regarding property on Langston Court, and on Banks Street.

2.2-3711-A-5, Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community specifically along Pretlow Industrial Park, Armory Drive, and Franklin Regional Airport.

2.2-3711-A-7, Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body specifically regarding Sanford vs. City of Franklin.

Motion Upon Returning to Open Session- I move that the City of Franklin, Virginia City Council certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting held on November 22, 2021; (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the City of Franklin, Virginia City Council; and (iii) no action was taken in closed meeting regarding the items discussed.

6. ADJOURNMENT

MINUTES FROM THE NOVEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

The Franklin City Council held a Regular City Council Meeting on November 8, 2021 at 6:00 p.m. in the City Council Chambers located at 207 West Second Avenue, Franklin, Virginia 23851.

Council Members in Attendance: Frank Rabil, Mayor; Robert (Bobby) Cutchins, Vice-Mayor; Councilman Linwood Johnson Councilman Mark R. Kitchen, Councilwoman Wynndolyn Copeland and Councilman Gregory McLemore

Council Members not in Attendance: Councilman Ray Smith

Staff in Attendance: Amanda Jarratt, City Manager and Leesa Barnes, Executive Assistant, recording minutes

Other Staff in Attendance: Steve Patterson, Chief of Franklin City Police Department; Sarah Rexrode, Director of Social Services; Vernie Francis, III, Chief of Emergency Services; Chad Edwards, Interim Director of Public Works; Zachary Wright Director of Power & Light; Dinah Babb, Treasurer; Brenda Rickman, Commissioner of the Revenue, Natalie Rountree, Director of Community Development and Beverly Walkup, Interim Director of Community Development, Michelle Dandridge, Human Resources Director; Thelma Picot, Accounting Clerk and Selenia Boone, Accounting Clerk

Closed Session

Call to Order

Mayor Frank Rabil called the November 8, 2021 closed session meeting to order at 6:00 p.m.

Late Arrival

Councilman Linwood Johnson arrived at 6:01 p.m.

Mayor Frank Rabil entertained a motion to go into Closed Session.

Councilman Mark R. Kitchen moved that the City of Franklin, Virginia City Council adjourn into a closed meeting pursuant to Virginia Code Section 2.2-3711-A-19 or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure specifically regarding the City of Franklin Hazard Mitigation Plan.

The motion was seconded by Councilwoman Wynndolyn Copeland.

The motion carried the vote by 6-0.

Mayor Frank Rabil stated that the motion passed unanimously.

Motion Upon Returning to Open Session

Councilman Mark R. Kitchen moved that the City of Franklin, Virginia City Council certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting held on November 8, 2021; (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the City of Franklin, Virginia City Council; and (iii) no action was taken in closed meeting regarding the items discussed.

The motion was seconded by Councilwoman Wynndolyn Copeland.

The motion carried the vote by 6-0.

Mayor Frank Rabil stated that the motion passed unanimously.

Citizen's Time

There were no speakers for Citizen's Time.

Amendments to Agenda

Mayor Frank Rabil asked if there were any amendments to the agenda.

There were no amendments to the agenda.

Consent Agenda

Approval of October 25, 2021 Minutes

Mayor Frank Rabil asked if there were any additions or corrections to the minutes from the October 25, 2021 regular City Council meeting.

Mayor Rabil requested the following correction:

Page 1, Paragraph 2, "**Council Members in Attendance:** Frank Rabil, Mayor; Robert (Bobby) Cutchins, Vice-Mayor; Councilman Mark R. Kitchen; Councilwoman Wynndolyn Copeland"

Should be corrected to read "**Council Members in Attendance:** Frank Rabil, Mayor; Robert (Bobby) Cutchins, Vice-Mayor; Councilman Mark R. Kitchen; Councilwoman Wynndolyn Copeland and Councilman Gregory McLemore

Councilman Linwood Johnson made a motion to approve the October 25, 2021 minutes as amended. The motion was seconded by Councilman Mark R. Kitchen.

The motion carried the vote by 6-0.

Mayor Frank Rabil stated that the motion passed unanimously.

Introduction of New Employees

City Manager Amanda Jarratt called Vernie Francis, Chief of Emergency Services to come forward and introduce the following new employee:

Ethan Blythe – Fire Fighter

Recognition of STAR Performers

City Manager Amanda Jarratt called Dinah Babb, City of Franklin's Treasurer forward to announce the following STAR Performer:

Thelma Picot, Accounting Clerk; Mrs. Picot was nominated by two of her peers.

City Manager Jarratt introduced Ms. Lois Panton and Mrs. Leesa who were also nominated for STAR Performer.

Small Business Saturday Resolution #2021-26

Mayor Frank Rabil asked Councilman Gregory McLemore to read the Small Business Saturday Resolution #2021-26.

Mayor Rabil entertained a motion to adopt the Small Business Saturday Resolution #2021-26.

Councilman Mark R. Kitchen made a motion to adopt the Small Business Saturday Resolution #2021-26. The motion was seconded by Councilwoman Wynndolyn Copeland.

The motion carried the vote by 6-0.

Mayor Frank Rabil stated that the motion passed unanimously.

Financial Matters

Budget Amendment #2022-7

City Manager Amanda Jarratt stated Budget Amendment #2022-7 was brought up at the October 25, 2021 City Council Meeting but was not acted upon. She then reviewed the following budget amendment:

The 2021 – 2022 City Budget is hereby amended to recognize the School’s supplemental appropriations of Federal and grant revenues in the amount of \$1,157,183.00 and to appropriate for use.

Councilman Linwood Johnson made a motion to approve Budget Amendment #2022-7. The motion was seconded by Councilwoman Wynndolyn Copeland.

The motion carried the vote by 6-0.

Mayor Frank Rabil stated that the motion passed unanimously.

Old / New Business

Community Development Block Grant Assurances

City Manager Amanda Jarratt called Natalie Rountree, Director of Community Development to come forward and review the Community Development Block Grant Assurances.

Director Rountree stated the Community Development Block Grant (CDBG) that was awarded to the City of Franklin from the Virginia Department of Housing and Community Development requires the City to adopt various policies and plans as pre-contract activities.

The following items are for consideration and adoption:

1. Non-Discrimination Policy
2. Local Business and Employment Plan
3. Section 504 Grievance Procedure
4. Fair Housing Certification
5. Non-Discrimination on Basis of Handicap Regulations which includes City of Franklin Self-Evaluation Site Accessibility Checklist
6. Residential Anti-Displacement and Relocation Assistance Plan

Mayor Frank Rabil entertained a motion to approve the Community Development Block Grant Assurances.

Councilwoman Wynndolyn Copeland made a motion to approve the Community Development Block Grant Assurances. The motion was seconded by Councilman Linwood Johnson.

The motion carried the vote by 6-0.

Mayor Frank Rabil stated that the motion passed unanimously.

Disability – Non Discrimination and Accommodations Policy

City Manager Amanda Jarratt stated City staff continues to update the City of Franklin Personnel Policy. She then reviewed the following Disability – Non Discrimination and Accommodations Policy Section:

I. Purpose

The Americans with Disabilities Act (AA), the American with Disabilities Amendments Act (ADAAA), the Virginians with Disabilities Act, and the Rehabilitation Act of 1973 prohibit employers from discriminating on the basis of disability. These laws also require employers, when needed, to provide reasonable accommodations to applicants and qualified employees with disabilities.

It is the policy of the City of Franklin to comply with all federal and state laws concerning the employment of persons with disabilities. It is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The City of Franklin will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job without undue hardship will be given the same consideration for that position as any other applicant.

While many individuals with disabilities can work, all employees are required to comply with safety standards. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace may be placed on leave. If appropriate until an organizational decision has been made in regard to the employee's immediate employment situation.

Councilman Linwood Johnson made a motion to adopt the Disability – Non Discrimination and Accommodations Policy. The motion was seconded by Councilwoman Wynndolyn Copeland.

The motion carried the vote by 6-0.

Mayor Frank Rabil stated that the motion passed unanimously.

Mayor Frank Rabil stated that the motion passed unanimously.

Transportation Feasibility Study

City Manager Amanda Jarratt stated on October 12, 2021 Steve Zollos with Senior Services of Southeast Virginia set up an information call to discuss the 5311 Program. The discussion with the Department of Rail and Public Transit (DRPT) also included leaders from Southampton County, Isle of Wight County, and the City of Franklin. It was an excellent opportunity to ask questions directly to DRPT.

If the City hopes to move forward as a region to begin the development of a true public transportation for Western Tidewater, the City needs to begin the process with a feasibility study. The estimate for the Feasibility study is \$50,000.00 to \$75,000.00 which would largely be covered by Federal, State, and DRPT grant dollars. Our three-jurisdiction region would need to provide at most 10% (\$5,000.00 - \$7,500.00 as a group).

City Manager Jarratt then reviewed the following steps if the City as a region decides to move forward:

1. Step 1: Feasibility Study
 - a. Jurisdiction can expect to contribute \$5,000.00 - \$7,500.00 as a group for the study (actual cost depends on the contractor we decide should do the feasibility study).
 - b. We need one jurisdiction to “take the lead” and register on the DRPT OLGA system (a simple process, if we need time to decide who will be the lead jurisdiction, then all should register with OLGA for the time being).
 - c. Feasibility Study application needs to be submitted between December 1, 2021 & February 1, 2022.
 - d. DRPT will provide a list of eligible contractors to do the study. DRPT will help us publish a scope to the transit bench contractors. They are already procured by DRPT.
 - e. Jurisdiction will decide on the contractor based on proposals submitted.
2. Step 2: Based on the results of the feasibility study
 - a. Jurisdictions will decide if they desire to move forward with the Demonstration.

Councilman Gregory McLemore asked if this meant the City was trying to provide public transportation in the City and in what form.

Mayor Frank Rabil replied this is just a feasibility study.

Councilman McLemore stated if the City does not foresee providing public transportation in the future then why spend the funds on the feasibility study.

Councilman Linwood Johnson stated the 5311 Program was designed for rural areas.

Councilman McLemore where would the funds come from to support the feasibility study.

City Manager Jarratt answered the funds would come from the Unrestricted Fund Balance.

Mayor Frank Rabil entertained a motion to provide direction to staff on how to proceed with the Regional Transportation Feasibility Study.

MINUTES FROM THE NOVEMBER 8, 2021 REGULAR CITY COUNCIL MEETING

Councilman Linwood Johnson made a motion to approve the feasibility study. The motion was seconded by Councilman Mark R. Kitchen.

The motion carried the vote by 5-1.

Mayor Frank Rabil stated that the motion passed unanimously.

The vote was as follows:

Mayor Frank Rabil	AYE
Vice-Mayor Robert (Bobby) Cutchins	AYE
Councilman Linwood Johnson	AYE
Councilman Wynndolyn Copeland	AYE
Councilman Ray Smith	ABSENT
Councilman Gregory McLemore	NAY

City Manager's Report

General Updates

City Manager Amanda Jarratt gave the following updates:

- The City of Franklin is averaging three new cases of COVID-19 a week and staff continues to work with local, regional, and state partners to battle the impacts of COVID-19 and provide testing and vaccinations throughout the City.
- The City continues to work collaboratively with Franklin City Public Schools to resolve the cash flow issues that presented themselves several weeks ago.
 - One item that the City will be reaching out to our regional legislators about is the Federal Overhead Recovery payment to the Commonwealth from Western Tidewater Regional Jail. A letter was sent to our delegation regarding this last year and City Manager Jarratt is seeking direction from City Council to send another letter in collaboration with the City of Suffolk and Isle of Wight County.
 - Another issue of significance is a proposed \$3.00 fee per ton of trash in support of State Parks. SPSA and the HRPDC have come out against the proposed legislation.
- On Thursday, November 4, 2021, the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor officially filed an emergency temporary standard (ETS) in the Office of the Federal Register regarding COVID-19 vaccination and testing. The rule establishes federal requirements for vaccination and testing for employees of large employers (100 or more employees). The deadline for implementation is January 4, 2022 in line with previous requirements for healthcare workers and employees of federal contractors. City staff will be working on plans to meet the new Federal requirement.
- Reminder that Bon Secours Southampton Hospital was still giving free COVID-19 testing at the Satellite Office on Wednesdays on a first come first serve basis.

- City Manager Jarratt informed Council that she has met with Mr. Ryder since the last meeting regarding the cash flow issue and plans on meeting with him on Tuesday, October 26, 2021.

**Hampton Roads Planning District Commission
2022 Regional Legislative Agenda**

City Manager Jarratt gave the following review on the 2022 Regional Legislative Agenda:

Coastal Resiliency

- Request the creation of the Virginia Commonwealth Flooding Board.
 - The Commonwealth Flooding Board (CFB) would direct and prioritize state and federal funding for flood mitigation, ensure collaboration and alignment among State agencies, and coordinate flood mitigation planning and adaptation efforts.
 - The CFB would be similar to the Commonwealth Transportation Board which meets on a regular basis to address transportation needs and issues in Virginia. The CFB would serve a similar role for statewide flooding issues.
 - The challenge flooding is a statewide issue which requires the needed resources, staff and organizational structure to ensure that Virginia can address this issue in an ongoing, systemic and collaborative manner.

Offshore Wind

- Continue to support efforts to support and promote the offshore wind industry and make the Hampton Roads region a hub for supply chain jobs to support this emerging industry.
 - The region's geographic location, harbor and specialized workforce position the 757 to be the hub to support wind turbines planned for construction along the east coast.
 - Request that the General Assembly establish the Offshore Wind Supply Chain Fund to assist Hampton Roads companies in their efforts to participate in the offshore wind supply chain. This fund would be used by companies to offset some of the costs to support this emerging industry. Funds could be used for worker training / certification, new product development or repositioning equipment upgrades, and implementing new operations processes to support offshore wind.

Broadband / Fiber

- Support funding programs and policies that advance regional efforts to develop interconnected and modern fiber networks.
 - The Hampton Roads region is planning a fiber network that will connect to the subsea cables that have come ashore in Virginia Beach and spread this ultrafast service throughout the 757 region.
 - The first phase of this effort is the southside fiber ring – the procurement process is currently underway for the construction of this fiber ring. The next phase of this effort will expand this fiber network to the Peninsula.
 - Current State funding programs for broadband place priority on last mile service to rural areas.
 - State funding programs should include funding opportunities for middle mile / dark fiber networks that support urban, suburban, and underserved areas.

Economic Development Site Readiness

- Support funding programs and policies that assist local governments with preparing shovel ready sites for economic development and job creation.
 - The Hampton Roads region has utilized funding through the GO Virginia program to advance regional economic development sites through the Tier-system utilized by the Virginia Economic Development Partnership (VEDP).
 - This regional approach has been viewed as a model program in Virginia for preparing shovel-ready economic development sites.
 - Important to support the contribution of funding for programs that support regional efforts to advance economic development site readiness.

Housing

- Support the continuation of efforts to appropriate funding for housing programs and projects.
- Review enabling legislation at the State level to ensure that all localities have consistent authority to implement tools such as inclusionary zoning and impact fees.

Urban Areas Security Initiative (UASI)

- Sustain UASI funding levels for the Hampton Roads region.

Support an Increase in Funding for School Construction and Modernization

- Support the continuation of efforts to provide increased state funding for K-12 public education.
- Evolving technology and facility needs require funding to ensure that our K-12 facilities remain modern and can meet today's public education best practices and needs.

Preserving and Expanding Tree Canopy

- Support legislation to provide local governments with greater authority in the reforestation, preservation, and management of urban forests.
- Urban forests play important role to capture and store carbon, reduce stormwater runoff, improve air quality, reduce energy use, and mitigate urban heat islands and their health effects.

Support Revisions to Public Notification Requirements for Discretionary Land Use Requests

- In response to excessive costs, unreliability of services and an overall decline in readership of print newspaper, localities are seeking alternative methods to provide public notice that reflect current trends, are more effective, and are more cost efficient.

Increased Flexibility for Public and Regional Bodies to hold Electronic Meetings

- Experiences over the past eighteen months illustrate that electronic meetings can increase public participation and reduce the need for travel.
- Current provisions within the Code of Virginia are very restrictive regarding the ability of public bodies to conduct electronic / virtual meetings outside of a declared State of Emergency.
- While the importance of in-person meetings is recognized, the General Assembly should consider providing increased flexibility for public bodies and regional bodies to hold electronic / virtual meetings, when deemed appropriate.

Increased State Funding for Planning District Commissions

- Planning District Commissions (PDCs) play a critical role in coordinating regional cooperation and strategies that strengthen our regional economies and improve the quality of life for the Commonwealth of Virginia.
- PDCs also serve a critical role by supporting state agencies in program and project delivery which results in cost savings for the Commonwealth of Virginia.
- In FY 2022, the HRPDC receives \$165,943.00 as a base allocation from the Commonwealth of Virginia. While this amount represents a \$14,000.00 increase, it is more than \$200,000.00 less than the HRPDC received from the Commonwealth in the year 2001.
- State funding should reflect the critical role that PDCs play within their regions and the support and cost savings PDC's create for the Commonwealth of Virginia.

City Manager Jarratt stated she would be glad to send a letter asking for a reprieve.

The consensus of City Council was to authorize City Manager Jarratt send a letter requesting a reprieve.

City Manager Jarratt informed City Council that Mrs Natalie Rountree and Miss Carlee Smith needed to be appointed to the Transportation Tech Advisory Committee.

Mayor Frank Rabil entertained a motion to appoint to the Transportation Tech Advisory Committee.

Councilman Linwood Johnson made a motion to appoint Natalie Rountree and Carlee Smith to the Transportation Tech Advisory Committee. The motion was seconded by Councilwoman Wynndolyn Copeland.

Community Events

- The City of Franklin Christmas Open House is scheduled for November 13, 2021 from 10:00 a.m. – 5:00 p.m.
- The City of Franklin Christmas parade is scheduled for Friday, December 3, 2021 with the theme of “Christmas Movies”.
- The “Light Up the Night” Christmas Tree will be at the Market on Main beginning December 4, 2021.
-

Council / Staff Reports on Boards / Commissions

There were no reports on Council / Staff reports on Boards / Commissions.

Adjournment

There being no further items to discuss Mayor Frank Rabil entertained a motion to adjourn.

Councilman Gregory McLemore made a motion to adjourn the November 8, 2021 regular City Council meeting.

The motion was seconded by Councilwoman Wynndolyn Copeland.

The motion carried the vote by 6-0.

Mayor Frank Rabil stated that the motion passed unanimously.

The November 8, 2021 regular City Council meeting adjourned at 7:49 p.m.

Clerk to City Council

Mayor



*Office of the City Manager
Amanda C. Jarratt*

November 2, 2021

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Audit

Background Information

The FY21 audit has been completed and will be presented to Franklin City Council.

Needed Action

None.



*Office of the City Manager
Amanda C. Jarratt*

November 16, 2021

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Blackwater River Park Public Hearing and Acceptance

Background Information

Since late 2017 there have been ongoing discussions regarding the creation of Blackwater River Park. The park is located on the State scenic Blackwater River. The park includes a unique boardwalk, wetlands, and the protection of 140 acres of a virgin Cypress Tupelo swamp. Visitors will be able to walk through an intact forest, utilize interpretive signage, and observe the flora and fauna located at this park which is located at the confluence of two VDCR registered Stream Conservation Units. Over \$1.2M in grant funds have been obtained on the City of Franklin's behalf to enable the construction of the park which is now ready to be conveyed to the City of Franklin. Mr. Craig will be present to provide an overview of the project to date.

Needed Action

Authorize the Mayor and City Manager to execute all of the necessary documents to close on the gift of the Blackwater River Park.

NOTE TO TITLE EXAMINERS: This open-space easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by:

Return to: Virginia Outdoors Foundation
PO Box 85073, PMB 38979,
Richmond, Virginia 23285-5073

Tax Map Number: 041-157-1

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Sections 58.1-811 (A) (3),
and from Circuit Court Clerk's fee under Section 17.1-266

THIS DEED OF OPEN-SPACE EASEMENT (this "Easement"), made this ___ day of _____, 2021, between THE CITY OF FRANKLIN, VIRGINIA, organized and existing under the laws of the Commonwealth of Virginia, ("Grantor") and the VIRGINIA OUTDOORS FOUNDATION, an agency of the COMMONWEALTH OF VIRGINIA, ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns), witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in the City of Franklin, Virginia, containing 203 acres, more or less, as further described below (the "Property"), and desires to bargain, sell, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 Grantee is a governmental agency of the Commonwealth of Virginia and is willing to accept a perpetual open-space easement over the Property as herein set forth.

R-3 Chapter 461 of the Acts of 1966 provides in part "that the provision and preservation of permanent open-space land are necessary to help curb urban sprawl, to prevent the spread of urban

blight and deterioration, to encourage and assist more economic and desirable urban development, to help provide or preserve necessary park, recreational, historic and scenic areas, and to conserve land and other natural resources” and authorizes the acquisition of interests in real property, including easements in gross, as a means of preserving open-space land. The balance of the Chapter is codified in Chapter 17, Title 10.1, Sections 10.1-1700 through 10.1-1705 of the Code of Virginia, as amended (the “Open-Space Land Act”).

R-4 Pursuant to Section 10.1-1700 and 10.1-1703 of the Open-Space Land Act, the purposes of this Easement (as defined below in Section I) include retaining and protecting open-space and natural resource values of the Property, and the limitation on division, residential construction, and commercial and industrial uses contained in Section II ensures that the Property will remain perpetually available for open-space use, all as more particularly set forth below.

R-5 Chapter 525 of the Acts of 1966, Chapter 18, Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia, declares it to be the public policy of the Commonwealth to encourage preservation of open-space land and authorizes the Virginia Outdoors Foundation to hold real property or any estate or interest therein for the purpose of preserving the natural, scenic, historic, scientific, open-space, and recreational lands of the Commonwealth.

R-6 As required under Section 10.1-1701 of the Open-Space Land Act, the use of the Property for open-space land conforms to the City of Franklin Comprehensive Plan adopted on August 10, 2015, and the Property is located within an area that is designated as Conservation on the City’s future land use map.

R-7 This open-space easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below:

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth’s policy to protect its atmosphere, lands and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth;

b. The Open-Space Land Act cited above;

c. Chapter 18, of Title 10.1, Sections 10.1-1800 through 10.1-1804 of the Code of Virginia cited above;

d. Grantee’s formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the Property by this Easement will yield a significant public benefit and further the open-space conservation objectives of Grantee and the Commonwealth of Virginia; and

(ii) Land use policies of the City of Franklin as delineated in:

- a. its comprehensive plan adopted on January 12, 2010, to which plan the restrictions set forth in this Easement conform and which contains the following: goals

Parks and Recreation: Investigate potential parklands in the Hunterdale area of the city in order to locate a future park facility there.

Parks and Recreation: Pursue locations for walking and biking trails as provided for in the recently adopted City of Franklin Bike and Pedestrian Master Plan.

Open Space Network: The protection of significant open spaces in any new subdivisions and the utilization of public open space along the Blackwater River should be a top priority for the city. While contributing to a network of trails for pedestrians and bicyclists, a network of protected open space can provide benefits for the management of stormwater, the protection of wildlife habitats, and also aesthetic benefits for the city as a whole.

(iii) Land conservation policies of the United States as set forth in:

The Albemarle–Pamlico National Estuary Partnership, formerly known as the Albemarle–Pamlico Estuarine Study. The Albemarle–Pamlico National Estuary Partnership (APNEP) and its predecessor were established pursuant to the 1987 amendments to the Clean Water Act, in which Congress authorized the United States Environmental Protection Agency (EPA) to establish the National Estuary Program with the purpose of protecting estuaries of “national significance” and specifically directed the EPA to give “priority consideration” to the Albemarle Sound in the establishment of the program. The present-day APNEP is a cooperative effort between the EPA, the Virginia Department of Conservation and Recreation, and the North Carolina Department of Environmental Quality and has the goals of identifying, restoring, and protecting the significant resources of the Albemarle–Pamlico Estuarine System and encouraging local communities to take responsibility for managing the resources in their respective jurisdictions. In its 2012–2022 Comprehensive Conservation and Management Plan, the APNEP Policy Board stated:

“Protection of existing land cover is critical for making improvements in water quality, and the survival of important species will depend on our ability to preserve critical and connected habitats along estuarine, riverine, and upland systems. ...

“Riparian buffers trap and filter polluted runoff, preventing sediments, nitrogen, phosphorus, pesticides, and other substances from entering the sounds. APNEP will support the purchase of land or conservation easements to protect buffers. APNEP will promote and endorse policies that encourage leaving riparian zones in a natural state.”

R-8 The Property is undeveloped open space in the City of Franklin consisting of riverfront, wetlands and woodlands. Protection of the Property hereunder contributes to air and water quality and helps preserve wildlife habitat.

R-9 The Property fronts on the Blackwater River, a tributary of the Chowan River, which drains to the Albemarle-Pamlico Sound Estuary, and protection of the Property in perpetuity hereunder helps to protect water quality in the Blackwater and Chowan Rivers and the Albemarle-Pamlico Sound Estuary.

R-10 The Property lies along the Blackwater River, which is designated “Threatened and Endangered Waters by the Virginia Department of Game and Inland Fisheries due to the presence of two vascular plants ranked as S-1 and G5 and as an Anadromous Fish Use Stream for Shad and Hickory Shad. Protection of the Property herein by limiting intensive development thereon helps preserve the habitat for these species and other aquatic animals and plants.

R-11 The Property lies in the Chowan River Basin, one of the major tributaries to the Albemarle Sound, and is located in the Inner Coastal Plain of southeastern Virginia, which according to the U.S. Fish and Wildlife Service provides important breeding, stopover, and overwintering habitat for national high-priority waterfowl species and a great diversity of Atlantic flyway migratory songbirds. Protection of the Property herein will help preserve these important habitats.

R-12 Governor Northam’s state land conservation strategy intends to identify and protect high-value lands and conservation sites across the Commonwealth of Virginia. The Property is located on the Governor’s Conserve Virginia Map under the Natural Habitat & Ecosystem Diversity category.

R-13 Pursuant to Section 10.1-1801.1 of the Code of Virginia, Grantee has approved an Open-Space Lands Preservation Trust Fund payment in the amount of \$150,000 to Grantor as an organization conveying an open-space easement on open-space land for purchase of the Easement and conveyance of this Easement to Grantee.

R-14 This Easement is acquired in part as a “bargain-sale” (part-gift, part-sale) with North American Wetlands Conservation Act (“NAWCA”) funds pursuant to a Grant Agreement between the United States Fish and Wildlife Service (the “Service”) and Ducks Unlimited Inc., dated April 19, 2018, Agreement Number: F18AP00284, , a copy of which is kept at the Division of Bird Habitat Conservation (DBHC), U. S. Fish and Wildlife Service, 1849 C. Street, NW, Washington, DC, 20240 and at the office of Ducks Unlimited at One Waterfowl Way, Memphis, Tennessee, 38120.

R-15 Grantee is acquiring this Easement from Grantor with the use of NAWCA Funds, totaling \$500,000 which are provided to Grantee pursuant to a Sub-Award Agreement with Ducks Unlimited, Inc. VA-170-1.

R-16 Grantor has received two grants from the Virginia Land Conservation Foundation (“VLCF”) established under §10.1-1017 *et seq.* of the Code of Virginia, pursuant to the Contractual Agreement for Grant Funding numbers 229(21), effective March 1, 2021, and 250(21R2), effective June 30, 2021, totaling \$543,500 toward the purchase and conservation by the Grantor of the Property, which constitutes- 33.97% of the currently appraised value (\$1,600,000 estimated) of the Property. The VLCF was established in 1999 by the General Assembly and the Governor of Virginia to fund protection of open spaces and parklands, lands of historic or cultural significance, farmlands, forests, and natural areas.

R-16 This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-17 Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-18 Grantee has determined that the restrictions set forth in Section II (the Restrictions) will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-19 Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Open-Space Land Act.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein and made a part hereof, in consideration of the mutual covenants herein and their acceptance by Grantee, and in further consideration of a Open-Space Lands Preservation Trust Fund grant in the amount of \$140,000.00, Grantor does hereby bargain, sell, grant and convey to Grantee for the public purposes set forth in Section I below an open-space easement in gross (this “Easement”) over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of 203 acres located in the City of Franklin, Virginia, fronting on North High Street, to-wit:

ALL that certain parcel of land together with all improvements thereon, and all rights, ways, easements, privileges, and appurtenances, thereunto belonging or in any way appertaining, located in the City of Franklin as shown on the plat titled >>>> by >> dated.....

AND BEING the same property conveyed to The City of Franklin from SFR LLC by Deed dated __ and recorded ____, in the Clerk’s Office of the Circuit Court of The City of Franklin, Virginia as INSTRUMENT NUMBER ----.

The Property is shown as Tax Map Number 041-157-1 among the land records of the City of Franklin, Virginia. **Even if the Property may have been acquired previously as separate parcels, it shall be considered one parcel for purposes**

of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole

SECTION I -PURPOSES

The purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below and include the Property's open space and recreational values.

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria the further conservation purpose of this Easement is natural resource-based outdoor recreation or education.

Grantor covenants that no acts or uses are currently being conducted or will be conducted on the Property, which are inconsistent with the conservation purposes of this Easement or the conservation values herein protected.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do upon the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. DIVISION.

Separate conveyance of a portion of the Property or division of the Property is prohibited. For purposes of this Easement, division of the Property includes, but is not limited to, recordation of a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

2. BUILDINGS, STRUCTURES, AND UTILITIES.

(i) No buildings, structures, or utilities, other than the following, are permitted on the Property.

(a) **Non-residential buildings and structures.** Non-residential buildings and structures commonly and appropriately incidental to public recreational and small-scale marketing activities including, but not limited to, pavilions, picnic shelters, tents, boardwalks, informational kiosks, public restrooms or bathhouses, all sized appropriately to serve as amenities for such activities;

(b) **Public parking areas.**

(c) **Utilities.**

(1) Existing or new public or private utilities that serve the Property.

(2) Public or private utilities to be constructed in whole or in part to serve other properties shall not be constructed on, under, or over the Property unless Grantee determines that the construction and maintenance of such utilities will not adversely impair the conservation values of the Property and gives its prior written approval for such construction and maintenance. Approval or disapproval of such construction and maintenance shall take into consideration the visibility and any other adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate right to approve such public or private utilities; and

(d) **Signs.** Signs necessary to provide information to the public about the use of the Property, and its resources. At least one sign shall include acknowledgement that the Virginia Outdoors Foundation contributed funding for this project.

(ii) Grantor shall have the right to construct any buildings, structures, utilities, and signs permitted in Section II, Paragraph 2(i) above and to repair, maintain, renovate, expand, and replace any permitted buildings, structures, utilities, and signs on the Property, within the limitations set forth in this Easement.

(iii) The collective footprint of all buildings and structures and impervious parking areas on the Property, excluding linear surfaces, such as trails, walls, and fences shall not exceed 45,000 square feet, provided that if Grantor can demonstrate that an increase in the collective footprint would result in increased protection of the conservation values of the Property, Grantee may approve such increase. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the buildings, structures, and paved parking areas set forth in Section II, Paragraph 2(i)(a) and (b) and all other impervious surfaces, excluding linear surfaces, such as trails, walls, and fences.

3. INDUSTRIAL AND COMMERCIAL ACTIVITIES ON THE PROPERTY.

(i) Industrial or commercial activities on the Property are limited to the following:

(a) Outdoor public recreational activities, such as nature study, photography, hiking, walking, and bird watching, but not activities requiring ballfields, tennis courts, or similar facilities or amenities;

(b) natural resource-based educational or scientific activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values protected herein;

(c) small-scale incidental commercial operations, such as, but not limited to, farmers' markets, compatible with the activities set forth in (a) and (b) above; and

(d) other outdoor activities that do not permanently alter the physical appearance of the Property and that do not impair the conservation values of the Property herein protected, such as, but not limited to, festivals and other outdoor community events.

4. **PUBLIC ACCESS.** This Easement will benefit the public as described above. The public shall have a right of access to the Property for recreational uses three hundred sixty five (365) days per year at times set by Grantor to protect public health, safety, and welfare. Notwithstanding the above, Grantor retains the right to exclude the public from the Property or a portion thereof in case of emergency or disaster (for as long as is necessary to abate the emergency or disaster) and for maintenance of the Property.

5. **FOREST MANAGEMENT.**

A written forest management plan or Virginia Forest Stewardship Plan, and a Pre-Harvest Plan shall be in place prior to the commencement of timber harvesting or other significant forest management activities. Such a plan shall be developed by, or in consultation with, the Virginia Department of Forestry, or be consistent with Virginia's Forestry Best Management Practices for Water Quality Guide and shall incorporate forest management practices that benefit native wildlife and their habitat. This includes protections necessary for any threatened or endangered species that may be present on or adjacent to the Property, as described in R-10 above.

6. **AGRICULTURAL CONSERVATION PLAN.** Should five acres or more of the Property be devoted to agricultural production, then a written conservation plan shall be developed or in place that stipulates the use of best management practices.

7. **RIPARIAN PROTECTION ZONE.**

To protect water quality and natural habitat, a riparian protection zone (RPZ) along the Blackwater River and associated wetlands shall be maintained on the Property as shown in the attached Exhibit A and in the Baseline Documentation Report. Livestock shall be excluded from the RPZ.

(i) Within the RPZ there shall be:

(a) no buildings or other substantial structures constructed, except as permitted in Section II Paragraph 5(ii) below;

(b) no roads;

(c) no storage of manure, fertilizers, chemicals, machinery, or equipment;

(d) no removal of trees, except removal of invasive species;

(e) no plowing, cultivation, filling, dumping, or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in Section II Paragraph 5(ii) below.

(ii) Permitted within the RPZ are:

- (a) fencing along or within the RPZ;
- (b) creation and maintenance of trails without hard surfaces, and maintenance of existing trails;
- (d) mowing of grassy areas, up to three times per calendar year;
- (e) planting of trees, shrubs, grasses, or other vegetation; and
- (f) construction and maintenance of one boardwalk for recreational purposes with access thereto.
- (g) one parking area and turnaround for one (1) vehicle to enable ADA compliance for boardwalk and trail access.

(iii) Subsequent to the Effective Date, the Blackwater River may meander or change course naturally, or as a result of the restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above. In such event, the RPZ shall remain the same width, but move relative to the movement of the river. Any buildings or structures that were outside of the original RPZ and are determined to be within the new RPZ shall not be considered in violation of these restrictions and may be maintained and replaced at such locations, but not enlarged.

SECTION III – ENFORCEMENT

1. RIGHT OF INSPECTION. Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or reasonable notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.

2. ENFORCEMENT.

- (i) Grantee, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (i) to require restoration of the Property to its condition at the time of the conveyance or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the restrictions of and consistent with the purpose of this Easement; (ii) to recover any damages arising from non-compliance; (iii) to

compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth herein; (iv) to enjoin non-compliance by temporary or permanent injunction; and (v) to pursue any other appropriate remedy in equity or law. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor hereby waives any defense of waiver, estoppel or laches with respect to any failure to act by Grantee.

- (ii) Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes.
- (iii) Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to, the Baseline Documentation Report describes the condition and character of the Property at the time of the conveyance. The Baseline Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the Baseline Documentation Report signed by Grantor and a representative of Grantee and contained in the files of Grantee is an accurate representation of the Property.

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that (a) Grantor has good fee simple title to the Property (including

the mineral rights located under the surface of the Property), (b) Grantor has all right and authority to give, grant and convey this Easement, (c) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts, mortgage liens, deeds of trust liens, or other liens not subordinated to this Easement, and (d) no consent of any third party is required for Grantor to enter into this Easement, (e) each person and/or entity signing on behalf of Grantor is authorized to do so, and (f) Grantor is and shall be duly organized and legally existing under the laws of the Commonwealth of Virginia.

3. **ACCEPTANCE.** Grantee accepts this conveyance pursuant to Virginia Code Section 10.1-1801, which acceptance is evidenced by the signature of a Deputy Director or Staff Attorney by authority granted by Grantee's Board of Trustees.
4. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation.
5. **CONSTRUCTION.** Pursuant to the public policy of the Commonwealth of Virginia favoring land conservation, any general rule of construction to the contrary notwithstanding (including the common law rule that covenants restricting the free use of land are disfavored and must be strictly construed), this Easement shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purpose of and not expressly prohibited by this Easement are permitted on the Property
6. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number, or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.
7. **NOTICE TO GRANTEE AND GRANTOR.**
For the purpose of giving notices hereunder the current address of Grantee is:

PO Box 85073, PMB 38979,
Richmond, Virginia 23285-5073

and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently:

City Manager, City of Franklin
207 West Second Avenue
Franklin, VA 23851

Grantor shall notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purpose of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement.)

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

8. **NO MERGER.** Grantor and Grantee agree that in the event that Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
9. **ASSIGNMENT BY GRANTEE.** Assignment of this Easement is permitted by Virginia Code Section 10.1-1801, but Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the requirement that (i) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity and (ii) the transferee is a public body as defined in Section 10.1-1700 of the Open-Space Land Act.
10. **GRANTEE'S PROPERTY RIGHT.** Grantor agrees that the conveyance of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that this Easement on the Effective Date bears to the value of the Property as a whole at that time.
11. **CONVERSION OR DIVERSION.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the Property may be converted or diverted from its open-space use except in compliance with the provisions of Section 10.1-1704 of the Open-Space Land Act, which does not permit loss of open space. To the extent that any monetary consideration is received by Grantor as a result of a diversion or conversion of the Property in accordance with the requirements of this Paragraph, Grantor agrees that the VLCF shall be paid a percentage of such consideration equaling 33.97% thereof, the payment being net of applicable costs.
12. **EXTINGUISHMENT.** This Easement may be extinguished, in whole or in part, only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in the conditions surrounding the Property has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment to

Grantee of a share of the proceeds from a subsequent sale, exchange, or involuntary conversion of the Property at least equal to the proportionate value of this Easement computed as set forth in Section V, Paragraph 10 above. Grantee's proportional share of the current appraised value of the Property is 9.38% and VLCF's proportional share of the current appraised value of the Property is 33.97%. Of the portion of the proceeds which would be collectively received by the Grantee and VLCF as a result of a sale or exchange of the Property resulting from and extinguishment of this Easement as described in this paragraph, Grantee shall be entitled to 9.38% thereof and VLCF shall be entitled to 33.97% thereof. Grantee and VLCF must use all their share of the proceeds from the sale of the Property in a manner consistent with the conservation purposes of this Easement. For purposes of this Easement, an extinguishment involves the removal of all or any part of the Property from this Easement.

13. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, or (iii) reduce the protection of the conservation values. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of the City of Franklin, Virginia.
14. **COST RECOVERY CHARGES.** Grantee reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as boundary line adjustments, easement amendments, preparation of reports to facilitate sales, and access or utility easements over the Property. Such cost recovery charges shall be determined and periodically adjusted by its Board of Trustees, as set forth in a published fee schedule.
15. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
16. **SEVERABILITY.** If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
17. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.
18. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.

- 19. RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS**
This Easement cites various federal and state statutes and regulations applicable to open-space easements. In the event that such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes and regulations most closely corresponding to those cited herein and carrying out the purposes recited herein.
- 20. RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the City of Franklin, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
- 21. COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.

WITNESS the following signatures and seals: [Counterpart signature pages follow.]

[Counterpart signature page 1 of 2 of deed of open-space easement]

GRANTOR
CITY OF FRANKLIN, VIRGINIA

By: _____
(title)

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ___ day of _____, 2021
by _____ of The City of Franklin,
Virginia.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

[Counterpart signature page 2 of 2 of deed of open-space easement]

Accepted:
VIRGINIA OUTDOORS FOUNDATION,

By: _____

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Anna H. Chisholm, a Deputy Director of the Virginia Outdoors Foundation.

Notary Public

(SEAL) My commission expires: _____
Registration No. _____



**DEPARTMENT OF COMMUNITY
DEVELOPMENT**
PLANNING - BUILDING INSPECTIONS – ZONING
207 WEST SECOND AVENUE, FRANKLIN, VIRGINIA 23851
OFFICE: 757-562-8580 OR 757-562-8682

To: City of Franklin Planning Council

From: Natalie Rountree, Community Development Director

Subject: Zoning Map Amendment (Rezoning) of portion of Parcel 155-(186)-1

Date: November 12, 2021

REQUEST

The City of Franklin owns the above referenced property. Currently, the property has three zonings. Two applications have been submitted to rezone two of the three zones. The parcel is located on the west side of Pretlow Street, north of Highway 58, and south of Morton Street. Please note Oak Street does NOT exist as shown on the attached map.

Application one, RZ21-001, is to amend the zoning map designation of approximately +/- 44.08 acres currently zoned R-O, One Family Residential to M-2, Heavy Industrial.

Application two, RZ21-002, is to amend the zoning map designation of approximately +/-29.85 acres currently zoned M-1, Light Industrial to M-2, Heavy Industrial.

The current owner seeks a zoning map amendment to have the R-O and M-1 zonings changed to M-2 to allow heavy industrial activities and related uses including light industrial activities and retail business associated with industrial activities.

The Comprehensive Plan notes the portions of the property currently zoned R-O and M-1 as Employment Center. Property to the immediate north is designated on the Future Land Use map as Single Family-Low Density. Property to the west is designated General Commercial while property (which is a part of the aforementioned parcel) to the south is Industrial. Property to the east is designated as Public.

Public Works has been consulted regarding the request and its impact on City utility services. The City will expand the substation located on said parcel to accommodate future growth.

PROFFERS

No proffers are included.

PUBLIC NOTICE

Notice has been properly advertised in accordance with Virginia Code Section 15.2-2204. Adjoining property owners both adjacent to the property and directly across the street have been properly notified.

STAFF COMMENTS

Strengths

- The proposed amendment will permit the owner to sell the property to an interested business which in turn will generate more tax revenue.

Weakness

- The proposed amendment will reduce the amount of land in the Future Land Use map designated Employment Center.

PLANNING COMMISSION ACTION

The Planning Commission voted 5-1 to recommend RZ21-001 be rezoned from R-O to M-2.

The Planning Commission voted 5-1 to recommend RZ21-002 be rezoned from M-1 to M-2.

RECOMMENDED ACTION

Planning Commission recommends City Council vote affirmative for the rezoning of RZ21-001, approximately +/- 44.08 acres currently zoned R-O, One Family Residential, to M-2, Heavy Industrial.

Planning Commission recommends City Council vote affirmative for the rezoning of RZ21-002, approximately +/-29.85 acres currently zoned M-1, Light Industrial, to M-2, Heavy Industrial.



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING AND ZONING
207 WEST SECOND AVENUE
Franklin, Virginia 23851
(757) 562-8580 Fax 757-562-0870

CASE # RZ 21 - 001 Application for Rezoning

DATE: 10/7/2021

ALL APPLICATIONS MUST BE ACCOMPANIED BY NO LESS THAN 8 COPIES OF THE PROPOSAL.

PROJECT TYPE (s): Residential Commercial x Mixed Use Industrial

CURRENT ZONING: R-O PROPOSED ZONING: M-2 CONDITIONAL: YES X NO

For Conditional Rezoning please list all proffers under separate cover complete with a narrative of the proposal.

TOTAL ACRES: +/- 44.08 ; PROPOSED # OF HOUSING UNITS: ; # OF HOUSING UNITS PER ACRE:

% OF OPEN SPACE AREA FOR RECREATIONAL USE OR COMMUNITY FACILITIES SUCH AS WALKING PATHS, BIKE AND EXERCISE TRAILS, PLAYGROUNDS, SWIMMING POOLS, GYMNASIUMS, PLAYING FIELDS, TENNIS OR BASKETBALL COURTS, GARDENS, LANDSCAPED AREAS AROUND DWELLINGS AND OTHER BUILDINGS OR SIMILAR USES. %.

Applicant City of Franklin Phone Number 757-562-8561

Address Progress Way City Franklin State VA Zip 23851

E-mail address ajarrett@franklinva.com

CHECK ONE: Design Professional x Owner Agent Contract Purchaser

Owner City of Franklin Phone Number 757-562-8561

Address 207 West Second Street City Franklin State VA Zip 23851

E-mail address ajarrett@franklinva.com

GENERAL DESCRIPTION OF PROPOSED DEVELOPMENT: An office and warehouse facilities will be built on the parcel in the Pretlow Business Park. The company will bottle juices and juice concentrates for large scale distributors.

Enclosed: Fiscal Impact Analysis Traffic Impact Analysis

PROJECT TITLE: Design Professional: Ph#

THE REZONING REQUEST MUST BE ACCOMPANIED BY THE APPROPRIATE FEE.

REZONING FEE: \$500 PLUS THE COST OF THE REQUIRED ADVERTIZING
CONDITIONAL REZONING \$600 PLUS THE COST OF THE REQUIRED ADVERTIZING

APPLICANT'S NAME (PRINT):

APPLICANT'S SIGNATURE: Amanda C Jarrett DATE: 10-7-21

FOR OFFICE USE ONLY CHECKS ARE TO BE MADE PAYABLE TO: TREASURER CITY OF FRANKLIN

(Comments)

Submittal Received by:

Community Development Staff

Date Received:



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING AND ZONING
207 WEST SECOND AVENUE
Franklin, Virginia 23851
(757) 562-8580 Fax 757-562-0870

CASE # RZ 21 - 002 **Application for Rezoning**

DATE: 10/7/2021

ALL APPLICATIONS MUST BE ACCOMPANIED BY NO LESS THAN 8 COPIES OF THE PROPOSAL.

PROJECT TYPE (s): Residential _____ Commercial x Mixed Use _____ Industrial _____

CURRENT ZONING: M-1 PROPOSED ZONING: M-2 CONDITIONAL: YES X NO

For Conditional Rezoning please list all proffers under separate cover complete with a narrative of the proposal.

TOTAL ACRES: +/- 29.85; PROPOSED # OF HOUSING UNITS: _____; # OF HOUSING UNITS PER ACRE: _____
% OF OPEN SPACE AREA FOR RECREATIONAL USE OR COMMUNITY FACILITIES SUCH AS WALKING PATHS, BIKE AND EXERCISE TRAILS, PLAYGROUNDS, SWIMMING POOLS, GYMNASIUMS, PLAYING FIELDS, TENNIS OR BASKETBALL COURTS, GARDENS, LANDSCAPED AREAS AROUND DWELLINGS AND OTHER BUILDINGS OR SIMILAR USES. _____ %.

Applicant City of Franklin Phone Number 757-562-8561

Address Progress Way City Franklin State VA Zip 23851

E-mail address ajarrett@franklinva.com

CHECK ONE: Design Professional x Owner _____ Agent _____ Contract Purchaser _____

Owner City of Franklin Phone Number 757-562-8561

Address 207 West Second Street City Franklin State VA Zip 23851

E-mail address ajarrett@franklinva.com

GENERAL DESCRIPTION OF PROPOSED DEVELOPMENT: An office and warehouse facilities will be built on the parcel in the Pretlow Business Park. The company will bottle juices and juice concentrates for large scale distributors.

Enclosed: Fiscal Impact Analysis: _____ Traffic Impact Analysis _____

PROJECT TITLE: _____ Design Professional: _____ Ph# _____

THE REZONING REQUEST MUST BE ACCOMPANIED BY THE APPROPRIATE FEE.

REZONING FEE: \$500 PLUS THE COST OF THE REQUIRED ADVERTIZING
CONDITIONAL REZONING \$600 PLUS THE COST OF THE REQUIRED ADVERTIZING

APPLICANT'S NAME (PRINT): _____

APPLICANT'S SIGNATURE: Amanda C. Jarrett DATE: 10-7-21

FOR OFFICE USE ONLY CHECKS ARE TO BE MADE PAYABLE TO: TREASURER CITY OF FRANKLIN

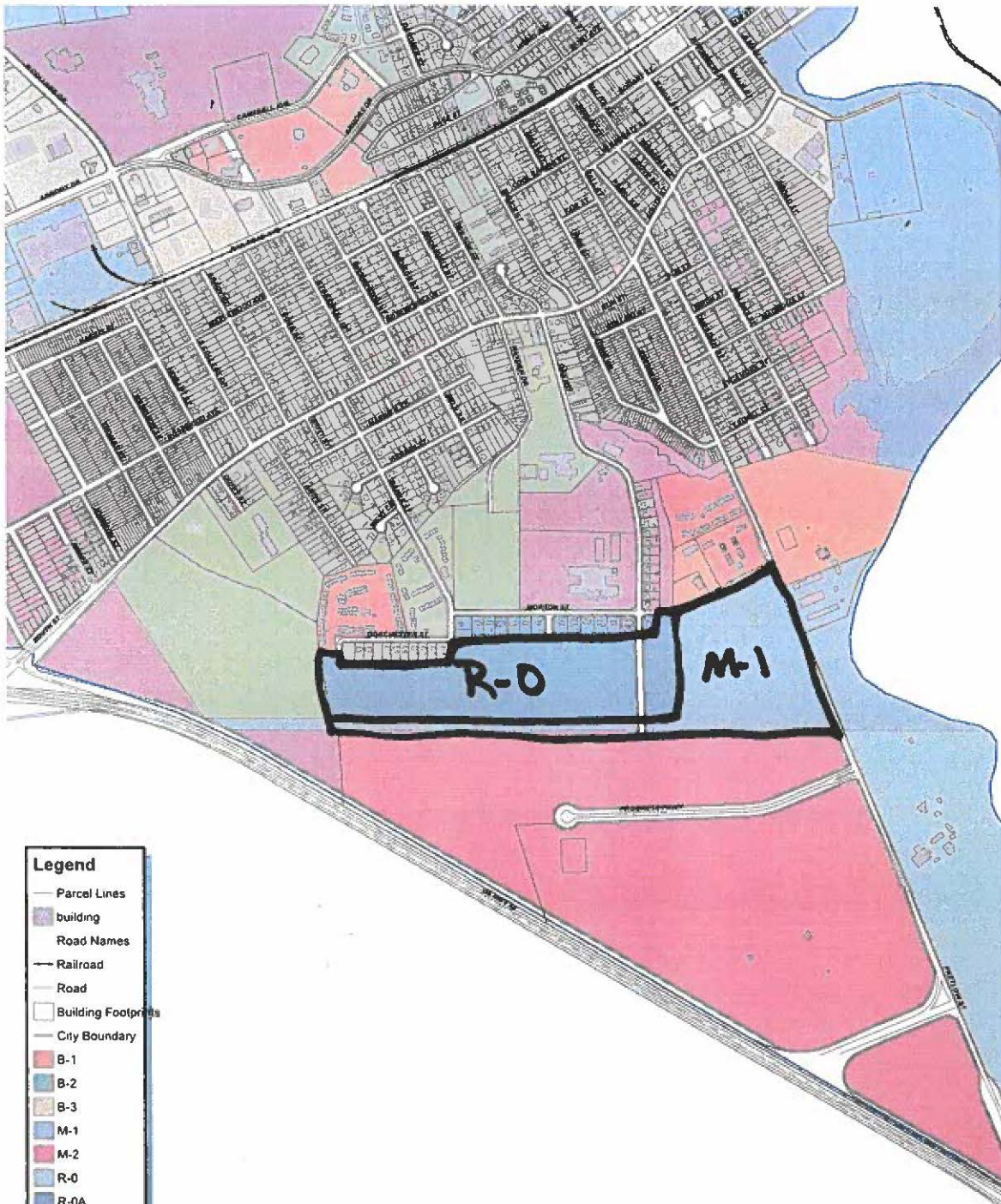
(Comments) _____

Submittal Received by: _____

Community Development Staff

Date Received: _____

Current Zoning at Pretlow Park and Morton



Legend	
—	Parcel Lines
■	building
—	Road Names
—	Railroad
—	Road
□	Building Footprints
—	City Boundary
■	B-1
■	B-2
■	B-3
■	M-1
■	M-2
■	R-0
■	R-0A
■	R-1
■	R-1A
■	R-2
■	R-3
■	RC



Map prepared by the
 Department of Community Development
 September 23, 2013



*Office of the City Manager
Amanda C. Jarratt*

November 16, 2021

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: Pretlow Industrial Park Sale to Global Concentrate

Background Information

On Global Concentrate, a New Jersey-based supplier for traditional and organic fruit and vegetable juice concentrates, purees, puree concentrates, NFC (not-from-concentrate) juices and IQF (individual quick freezing) products, has announced that it will be purchasing approximately 170 acres of industrial land in the Pretlow Industrial Park in Franklin to establish their largest processing operation in the United States.

Global Concentrate currently operates in Turkey, Europe, Far East Asia, China, South America and Canada as well as the United States. Global Concentrate looks forward to strong growth in Franklin, as it has experienced in other countries throughout the world. The company currently makes and sells private-label juices sold at retailers such as Aldi's, Dollar General and Trader Joe's. Global Concentrate also sells juice concentrate to companies including Tropicana, Campbell Juice, and Kirkland.

Global Concentrate will invest a minimum of \$121 million in tangible business property, real estate and construction, and machinery and tools in Franklin. A total of 50 new full-time jobs will be created in Franklin within 36 months. Attached are necessary contract documents to facilitate the closing of the property at a price of \$2 million.

The Performance Agreements and contracts were approved at the September Franklin City Council meeting. We are hoping to close by the first week in December. It is anticipated that that construction will begin in 2022. The job creation will occur over a 36-month period as build-out is completed at the Pretlow site. Anticipated build-out for Global Concentrate will be approximately 2,000,000 square feet of new building space.

Needed Action

Authorize the Mayor and City Manager to execute all of the necessary documents to close on the sale of the property to Global Concentrate.



Resolution #2021-27

EXHIBIT A

CITY OF FRANKLIN, VIRGINIA RESOLUTION TO APPROVE SALE OF REAL PROPERTY

WHEREAS, the City of Franklin, Virginia (the “City”) is the owner of certain real property located in the City of Franklin, Virginia containing approximately 195.177 acres and designated as tax map identification number 155 - (186) – 1 (the “Property”); and

WHEREAS, the Property is a portion of a larger parcel of real property conveyed to the City by Deed of Evelyn P. Rutledge, et al, dated June 20, 1989 and recorded in the Clerk’s Office of Southampton County, Virginia in Deed Book 329 at Page 831; and

WHEREAS, pursuant to the requirements of Va. Code § 15.2-1800, a public hearing was held on the 12th day of June, 1989 authorizing the sale of the said real property acquired from Evelyn P. Rutledge; and

WHEREAS, the City of Franklin, Virginia now desires to sell unto Voorhees Warehousing Corp., and Voorhees Warehousing Corp. desires to purchase from the City, the Property.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Franklin, Virginia finds it to be in the best interests of the City and the citizens thereof to approve, complete, and effect the sale of the Property and improvements thereon, if any, to Voorhees Warehousing Corp.; and

BE IT FURTHER RESOLVED, that the City Manager, the Mayor, and the City Attorney are hereby authorized and directed to take such action as are necessary in their sole discretion to carry out the purposes and intents of this resolution, including, without limitation, the execution and delivery of the Deed attached hereto as **Attachment A**, the execution and delivery of any other documents relating to the transaction, and the payment of any funds necessary for the recordation of documents or for any other purpose associated with this transaction; and

BE IT FURTHER RESOLVED, that all actions taken in furtherance of the sale of the Property prior to the date of adoption of this Resolution are hereby ratified and confirmed.

Adopted this 22nd day of November, 2021.

A true copy, teste:

Amanda C. Jarratt
Clerk, City Council
City of Franklin, Virginia

ATTACHMENT A

Prepared by: Vivian Seay Giles, Esq. (VSB #32951), Sands Anderson PC
1111 East Main Street, Suite 2400, Richmond, VA 2321
804-783-7225 (telephone) | 804-783-7291 (facsimile)

Tax Map Numbers
155 - (186) - 1

Exempt from grantor's tax pursuant
to Virginia Code § 58.1-811(C)(4).

Return to:

Consideration: \$2,000,000.00
Assessed value: \$3,657,800.00

—

THIS DEED OF BARGAIN AND SALE is made this 17th day of November, 2021, by
and between the **THE CITY OF FRANKLIN, VIRGINIA**, a body politic and political
subdivision of the Commonwealth of Virginia, **GRANTOR** and party of the first part; and
VOORHEES WAREHOUSING CORP., a _____ corporation,
GRANTEE and party of the second part whose address is _____.

WITNESSETH

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency of all of which is hereby

acknowledged, the party of the first part does hereby grant, bargain, sell, and convey with **SPECIAL WARRANTY**, in fee simple, unto the party of the second part, the following described real property, to-wit:

SEE SCHEDULE A ATTACHED

The above conveyance is made subject to all easements, covenants, restrictions, agreements, and conditions of record and legally applicable to the real property conveyed herein.

The execution and delivery of this Deed by the party of the first part is made pursuant to a Resolution duly adopted by the City Council of the City of Franklin, Virginia and attached hereto as **Exhibit A**.

WITNESS the following signature and seal:

CITY OF FRANKLIN, VIRGINIA

By: _____
Frank M. Rabil, Mayor

COMMONWEALTH OF VIRGINIA,
CITY OF FRANKLIN, to-wit:

The foregoing Deed of Bargain and Sale, was acknowledged before the undersigned notary public in and for the jurisdiction aforesaid by **Frank M. Rabil** in his capacity as Mayor of the City of Franklin, Virginia on behalf of the City of Franklin, Virginia, on this 22nd day of November, 2021.

Notary Public

Notary identification number: _____
My commission expires: _____

APPROVED AS TO FORM:

Sands Anderson PC
Vivian Seay Giles, Esquire
City Attorney

SCHEDULE A – LEGAL DESCRIPTION

ALL THOSE certain tracts or parcels of land lying, situate and being in the City of Franklin, Virginia and being designated as “PARCEL A 72.291 AC.” and “PARCEL C 122.886 AC.” as shown on that plat entitled, “PLAT SHOWING SUBDIVISION OF TAX PARCEL 155-(186)-1 PROPERTY OF CITY OF FRANKLIN LOCATED ON PRETLOW STREET & SOUTHAMPTON PARKWAY CITY OF FRANKLIN, VIRGINIA SCALE: 1” = 300’ SEPT. 28, 2021 REVISED OCTOBER 20, 2021”, made by J. D. Vann – Land Surveyor and recorded in the Clerk’s Office of the Circuit Court of Southampton County, Virginia in Plat Book 37 at Page 167. Reference is hereby made to said plat for a more particular description by metes and bounds.

IT BEING a portion of the same property conveyed to the City of Franklin, Virginia by Deed of Evelyn P. Rutledge, et al, dated June 20, 1989 and recorded in the Clerk’s Office aforesaid in Deed Book 329 at Page 831.

A.
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
SETTLEMENT STATEMENT

B. TYPE OF LOAN:
 1. FHA 2. FmHA 3. CONV. UNINS. 4. VA 5. CONV. INS.
 6. FILE NUMBER: MNJ 180240 GLOBAL 7. LOAN NUMBER:
 8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*
1.0 3/98 (MNJ 180240 GLOBAL PFD/MNJ 180240 GLOBAL/7)

D. NAME AND ADDRESS OF BUYER: Vorhees Warehousing Corp 1010 Old Egg Harbor Road Voorhees, NJ 08043	E. NAME AND ADDRESS OF SELLER: City of Franklin 207 W. Second Avenue Franklin, VA 23851	F. NAME AND ADDRESS OF LENDER:
--	---	---------------------------------------

G. PROPERTY LOCATION: Parcels A & C, Pretlow Industrial Park Franklin, VA	H. SETTLEMENT AGENT: 54-1186543 Kaufman & Canoles, Attorneys at Law PLACE OF SETTLEMENT 506 North Main Street Franklin, VA 23851	I. SETTLEMENT DATE: November 22, 2021
--	--	---

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract Sales Price	2,000,000.00
102. Personal Property	
103. Settlement Charges to Buyer (Line 1400)	32,177.51
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes	to
107. County Taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	2,032,177.51
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes	to
211. County Taxes	to
212. Assessments	to
213.	
214.	
215.	
216. Towne 1031 Exchange Proceeds	2,032,177.51
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	2,032,177.51
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross Amount Due From Buyer (Line 120)	2,032,177.51
302. Less Amount Paid By/For Buyer (Line 220)	(2,032,177.51)
303. CASH (FROM) (TO) BUYER	0.00

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	2,000,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes	to
407. County Taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	2,000,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	7,000.00
503. Existing loan(s) taken subject to	
504. Payoff First Mortgage	
505. Payoff Second Mortgage	
506.	
507.	
508.	
509.	
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes	to
511. County Taxes	to
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	7,000.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	2,000,000.00
602. Less Reductions Due Seller (Line 520)	(7,000.00)
603. CASH (X TO) (FROM) SELLER	1,993,000.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer Vorhees Warehousing Corp
 BY: _____

Seller City of Franklin
 BY: _____

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price				\$	@	%	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT	
<i>Division of Commission (line 700) as Follows:</i>									
701.	\$	to							
702.	\$	to							
703. Commission Paid at Settlement									
704.		to							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801.	Loan Origination Fee	%	to						
802.	Loan Discount	%	to						
803.	-		to						
804.	-		to						
805.	-		to						
806.	-		to						
807.	-		to						
808.									
809.									
810.									
811.									
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901.	Interest From	to	@	\$	/day	(days	%)	
902.	MIP Totlins. for LifeOfLoan	for	months	to					
903.	Hazard Insurance Premium for	years	to						
904.									
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001.	Hazard Insurance		months	@	\$		per month		
1002.	Mortgage Insurance		months	@	\$		per month		
1003.	City/Town Taxes		months	@	\$		per month		
1004.	County Taxes		months	@	\$		per month		
1005.	Assessments		months	@	\$		per month		
1006.			months	@	\$		per month		
1007.			months	@	\$		per month		
1008.			months	@	\$		per month		
1100. TITLE CHARGES									
1101.	Settlement or Closing Fee	to	Kaufman & Canoles, Attorneys at Law				11,500.00		
1102.	Abstract or Title Search	to							
1103.	Title Examination	to	NexGen Title Agency				375.00		
1104.	Title Insurance Binder	to	NexGen Title Agency				150.00		
1105.	Document Preparation	to							
1106.	Notary Fees	to							
1107.	Attorney's Fees	to							
	<i>(includes above item numbers:)</i>								
1108.	Title Insurance	to	NexGen Title Agency				4,000.00		
	<i>(includes above item numbers:)</i>								
1109.	Lender's Coverage	\$							
1110.	Owner's Coverage	\$							
1111.									
1112.									
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201.	Recording Fees: Deed	\$	52.00;	Mortgage	\$;	Releases	\$	
								52.00	
1202.	City/County Tax/Stamps: Deed		1,666.66;	Mortgage				1,666.66	
1203.	State Tax/Stamps: Revenue Stamps		5,000.00;	Mortgage				5,000.00	
1204.	Grantor's Tax							0.00	
1205.									
1300. ADDITIONAL SETTLEMENT CHARGES									
1301.	Survey	to	J.D. Vann Land Surveying				7,000.00	7,000.00	
1302.	Pest Inspection	to							
1303.	Phase I Environmental	to	4101 Granby Street, Suite 404				2,400.00		
1304.	Copies of Corporate Documents	to	New Jersey State Corporation Commission				33.85		
1305.									
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)							32,177.51	7,000.00	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Certified to be a true copy.

Kaufman & Canoles, Attorneys at Law
Settlement Agent

HUD-1, Page 3

Buyer (s): Vorhees Warehousing Corp
1010 Old Egg Harbor Road
Voorhees, NJ 08043

Seller(s): City of Franklin
207 W. Second Avenue
Franklin, VA 23851

Settlement Agent: Kaufman & Canoles, Attorneys at Law
(757)259-3834

Place of Settlement: 506 North Main Street
Franklin, VA 23851

Settlement Date: November 22, 2021

Property Location: Parcels A & C, Pretlow Industrial Park
Franklin, VA

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Vorhees Warehousing Corp

City of Franklin

BY: _____

BY: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Prepared by: Vivian Seay Giles, Esq. (VSB #32951), Sands Anderson PC
1111 East Main Street, Suite 2400, Richmond, VA 2321
804-783-7225 (telephone) |804-783-7291 (facsimile

Tax Map Numbers
155 - (186) - 1

Exempt from grantor's tax pursuant
to Virginia Code § 58.1-811(C)(4).

Return to:

Consideration: \$2,000,000.00
Assessed value: \$3,657,800.00

Kaufman & Canoles, P.C.
P.O. Box 775
Franklin, VA 23851

THIS DEED OF BARGAIN AND SALE is made this 17th day of November, 2021, by
and between the **THE CITY OF FRANKLIN, VIRGINIA**, a body politic and political
subdivision of the Commonwealth of Virginia, **GRANTOR** and party of the first part; and
VOORHEES WAREHOUSING CORP., a New Jersey corporation, **GRANTEE** and party of
the second part whose address is 1010 Old Egg Harbor Road, Voorhees, NJ 08043.

W I T N E S S E T H

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency of all of which is hereby
acknowledged, the party of the first part does hereby grant, bargain, sell, and convey with
SPECIAL WARRANTY, in fee simple, unto the party of the second part, the following described
real property, to-wit:

SEE SCHEDULE A ATTACHED

The above conveyance is made subject to all easements, covenants, restrictions, agreements, and conditions of record and legally applicable to the real property conveyed herein.

The execution and delivery of this Deed by the party of the first part is made pursuant to a Resolution duly adopted by the City Council of the City of Franklin, Virginia and attached hereto as **Exhibit A**.

WITNESS the following signature and seal:

CITY OF FRANKLIN, VIRGINIA

By: _____
Frank M. Rabil, Mayor

COMMONWEALTH OF VIRGINIA,
CITY OF FRANKLIN, to-wit:

The foregoing Deed of Bargain and Sale, was acknowledged before the undersigned notary public in and for the jurisdiction aforesaid **by Frank M. Rabil** in his capacity as Mayor of the City of Franklin, Virginia on behalf of the City of Franklin, Virginia, on this 22nd day of November, 2021.

Notary Public

Notary identification number: _____

My commission expires: _____

APPROVED AS TO FORM:

Sands Anderson PC
Vivian Seay Giles, Esquire
City Attorney

SCHEDULE A – LEGAL DESCRIPTION

ALL THOSE certain tracts or parcels of land lying, situate and being in the City of Franklin, Virginia and being designated as “PARCEL A 72.291 AC.” and “PARCEL C 122.886 AC.” as shown on that plat entitled, “PLAT SHOWING SUBDIVISION OF TAX PARCEL 155-(186)-1 PROPERTY OF CITY OF FRANKLIN LOCATED ON PRETLOW STREET & SOUTHAMPTON PARKWAY CITY OF FRANKLIN, VIRGINIA SCALE: 1” = 300’ SEPT. 28, 2021 REVISED OCTOBER 20, 2021”, made by J. D. Vann – Land Surveyor and recorded in the Clerk’s Office of the Circuit Court of Southampton County, Virginia in Plat Book 37 at Page 167. Reference is hereby made to said plat for a more particular description by metes and bounds.

IT BEING a portion of the same property conveyed to the City of Franklin, Virginia by Deed of Evelyn P. Rutledge, et al, dated June 20, 1989 and recorded in the Clerk’s Office aforesaid in Deed Book 329 at Page 831.

DISBURSEMENT INSTRUCTIONS FOR PROCEEDS

Re: Parcels A & C, Pretlow Industrial Park, Franklin, VA

Please disburse my proceeds as follows:

_____ Please send my proceeds via regular mail to _____.

_____ Overnight proceeds to: (A fee will apply and will be deducted from net proceeds)

_____ Wire proceeds (A wire fee will apply and will be deducted from net proceeds) Please attach a copy of deposit slip or specific wire instructions from your bank.

_____ Special Instructions: _____

The City of Franklin

_____ By: _____

STATE OF VIRGINIA
CITY OF FRANKLIN, to-wit:

The foregoing affidavit was acknowledged before me this the ____ day of _____, 2021, by _____ of the City of Franklin who is/are personally known to me or who has/have provided satisfactory evidence of identification.

Notary Public

My commission expires: _____
Registration Number: _____

NO FINANCING AFFIDAVIT

To: NexGen Title Agency, LLC

I/we, the owner(s) of property known as Parcels A & C, Pretlow Industrial Park, ("the property") more particularly described in Commitment No. 5500763, do hereby state:

- 1. I/we acknowledge that no recorded deed of trust or mortgage was found affecting the Property in a search of the land records in the county/city where the Property is located;
- 2. The Property is owned by me/us free and clear of liens, other than the lien of real estate taxes;
- 3. There are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations intended by the mortgagee, lender or noteholder to be paid prior to sale or refinance of the Property;
- 4. The Property has not been pledged as security for the repayment of any personal or business loans.

This affidavit is made for the purpose of inducing (the "Company") to issue its policy or policies of title insurance as to the Property and is given with full knowledge that the Company will rely upon the accuracy of statements made herein. The undersigned further states that he/she is familiar with the nature of an oath and with the penalties provided by the laws of the Commonwealth of Virginia for falsely swearing to statements made in an instrument of this nature.

The undersigned further certifies that he/she has read and understands the full facts of this Affidavit.

Affiant:

Affiant:

The City of Franklin

By: _____

State of Virginia

City of Franklin

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that _____, of the City of Franklin, who is/are known to me, appeared before me on this _____ day of _____, 2021, and acknowledged the foregoing instrument.

Notary Public

My Commission Expires: _____

Fidelity National Title Insurance Company

OWNER'S AFFIDAVIT AND AGREEMENT

Commonwealth of Virginia

Commitment No. 5500763

City/County of _____

_____ ("Affiant"), being duly sworn according to law, deposes and says as follows:

1. That Affiant is the _____ of the City of Franklin, Virginia ("City"), and that Affiant has personal knowledge of the facts sworn to in this affidavit and is fully authorized and qualified to make this affidavit.
2. That Company is the owner of the property located Franklin, VA, known as Parcel ____, Pretlow Industrial Park.
3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the property within one hundred twenty-three (123) days prior to the date of this Affidavit.
4. That there are no unrecorded tenancies, leases or other occupancies on the Property.
5. That no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals.
6. That there are no unrecorded deeds of trust, financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures located on the Property.
7. That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.
8. That there are no unrecorded judgments, liens, or other claims against the Property.
9. That no proceeding in bankruptcy has been instituted.
10. That there is no action or proceeding relating to the Property in any state or federal court.
11. That there are no delinquent state, county, city, school district, water district, or other governmental agency taxes.
12. That there has been no notice nor does Affiant have any knowledge of any:
 - a. recent or future planned improvements (such as street paving, sidewalks, streetlights, etc.) that would result in a special assessment against the property, or
 - b. any proceeding which could result in an increase tax or assessment liability against the Property.

The City, recognizing that funding may occur prior to the Deed or Deed of Trust being officially filed for record in the appropriate Clerk's Office, agrees that in consideration of Fidelity National Title Insurance Company (hereinafter "Fidelity") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said property during the GAP. City further agrees to hold harmless and indemnify Fidelity against all losses, expenses, costs and fees, including, but not limited to, reasonable attorney fees, which may arise out of City's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters.

This Affidavit is given to induce Fidelity to issue its policy or policies of title insurance with full knowledge that Fidelity will rely upon the accuracy of same. The City does hereby indemnify and hold Fidelity harmless of and from any and all loss, cost, damage, and expense of every kind, including reasonable attorneys' fees, which Fidelity shall suffer or incur or become liable for under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.

The City of Franklin, Virginia

By: _____

Name:

Title:

Sworn, subscribed to and acknowledged before me this ____ day of _____, 2021.

My Commission expires:

Notary Public

EXHIBIT A

**CITY OF FRANKLIN, VIRGINIA
RESOLUTION TO APPROVE SALE OF REAL PROPERTY**

WHEREAS, the City of Franklin, Virginia (the “**City**”) is the owner of certain real property located in the City of Franklin, Virginia containing approximately 195.177 acres and designated as tax map identification number 155 - (186) – 1 (the “**Property**”); and

WHEREAS, the Property is a portion of a larger parcel of real property conveyed to the City by Deed of Evelyn P. Rutledge, et al, dated June 20, 1989 and recorded in the Clerk’s Office of Southampton County, Virginia in Deed Book 329 at Page 831; and

WHEREAS, pursuant to the requirements of Va. Code § 15.2-1800, a public hearing was held on the ____ day of _____, _____ authorizing the sale of the said real property acquired from Evelyn P. Rutledge; and

WHEREAS, the City of Franklin, Virginia now desires to sell unto Voorhees Warehousing Corp., and Voorhees Warehousing Corp. desires to purchase from the City, the Property.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Franklin, Virginia finds it to be in the best interests of the City and the citizens thereof to approve, complete, and effect the sale of the Property and improvements thereon, if any, to Voorhees Warehousing Corp.; and

BE IT FURTHER RESOLVED, that the City Manager, the Mayor, and the City Attorney are hereby authorized and directed to take such action as are necessary in their sole discretion to carry out the purposes and intents of this resolution, including, without limitation, the execution and delivery of the Deed attached hereto as **Attachment A**, the execution and delivery of any other documents relating to the transaction, and the payment of any funds necessary for the recordation of documents or for any other purpose associated with this transaction; and

BE IT FURTHER RESOLVED, that all actions taken in furtherance of the sale of the Property prior to the date of adoption of this Resolution are hereby ratified and confirmed.

Adopted this 22nd day of November, 2021.

A true copy, teste:

Amanda C. Jarratt
Clerk, City Council
City of Franklin, Virginia

ATTACHMENT A

Prepared by: Vivian Seay Giles, Esq. (VSB #32951), Sands Anderson PC
1111 East Main Street, Suite 2400, Richmond, VA 2321
804-783-7225 (telephone) |804-783-7291 (facsimile)

Tax Map Numbers
155 - (186) - 1

Exempt from grantor's tax pursuant
to Virginia Code § 58.1-811(C)(4).

Consideration: \$2,000,000.00
Assessed value: \$3,657,800.00

Return to:
Kaufman & Canoles, P.C.
P.O. Box 775
Franklin, VA 23851

THIS DEED OF BARGAIN AND SALE is made this 17th day of November, 2021, by and between the **THE CITY OF FRANKLIN, VIRGINIA**, a body politic and political subdivision of the Commonwealth of Virginia, **GRANTOR** and party of the first part; and **VOORHEES WAREHOUSING CORP.**, a New Jersey corporation, **GRANTEE** and party of the second part whose address is 1010 Old Egg Harbor Road, Voorhees, NJ 08043.

W I T N E S S E T H

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell, and convey with **SPECIAL WARRANTY**, in fee simple, unto the party of the second part, the following described real property, to-wit:

SEE SCHEDULE A ATTACHED

The above conveyance is made subject to all easements, covenants, restrictions, agreements, and conditions of record and legally applicable to the real property conveyed herein.

The execution and delivery of this Deed by the party of the first part is made pursuant to a Resolution duly adopted by the City Council of the City of Franklin, Virginia and attached hereto as **Exhibit A**.

WITNESS the following signature and seal:

CITY OF FRANKLIN, VIRGINIA

By: _____
Frank M. Rabil, Mayor

COMMONWEALTH OF VIRGINIA,
CITY OF FRANKLIN, to-wit:

The foregoing Deed of Bargain and Sale, was acknowledged before the undersigned notary public in and for the jurisdiction aforesaid **by Frank M. Rabil** in his capacity as Mayor of the City of Franklin, Virginia on behalf of the City of Franklin, Virginia, on this 22nd day of November, 2021.

Notary Public

Notary identification number: _____

My commission expires: _____

APPROVED AS TO FORM:

Sands Anderson PC
Vivian Seay Giles, Esquire
City Attorney

SCHEDULE A – LEGAL DESCRIPTION

ALL THOSE certain tracts or parcels of land lying, situate and being in the City of Franklin, Virginia and being designated as “PARCEL A 72.291 AC.” and “PARCEL C 122.886 AC.” as shown on that plat entitled, “PLAT SHOWING SUBDIVISION OF TAX PARCEL 155-(186)-1 PROPERTY OF CITY OF FRANKLIN LOCATED ON PRETLOW STREET & SOUTHAMPTON PARKWAY CITY OF FRANKLIN, VIRGINIA SCALE: 1” = 300’ SEPT. 28, 2021 REVISED OCTOBER 20, 2021”, made by J. D. Vann – Land Surveyor and recorded in the Clerk’s Office of the Circuit Court of Southampton County, Virginia in Plat Book 37 at Page 167. Reference is hereby made to said plat for a more particular description by metes and bounds.

IT BEING a portion of the same property conveyed to the City of Franklin, Virginia by Deed of Evelyn P. Rutledge, et al, dated June 20, 1989 and recorded in the Clerk’s Office aforesaid in Deed Book 329 at Page 831.

NOTICE OF ASSIGNMENT (Replacement Property Contract)

TO: The City of Franklin, Virginia

DATE: November 13, 2021

FROM: VORHEES WAREHOUSING CORP.

Notice is hereby given that all of our rights and interest in the purchase and sale agreement, dated as of September 27, 2021, for the property known as 170+/- acres owned by the City of Franklin, and more particularly described in such agreement (the "Property") have been assigned to Towne 1031 Exchange, LLC, as a qualified intermediary party to facilitate a like-kind exchange under Section 1031 of the Internal Revenue Code.

VORHEES WAREHOUSING CORP.
a New Jersey corporation

Ali Erten
President

Acknowledgment:

The undersigned hereby consents to the assignment and acceptance of Vorhees Warehousing Corp.'s rights and interest under the contract. Notwithstanding such assignment, the undersigned agrees that Vorhees Warehousing Corp. shall remain solely liable to the undersigned with regard to any and all indemnities, representations, warranties, covenants and other obligations under the contract, and the undersigned further agrees (i) to seek any remedy regarding a breach of the representations and warranties in the contract only against Vorhees Warehousing Corp. and (ii) to enforce any and all indemnities, covenants and other obligations in the contract only against Vorhees Warehousing Corp. and not against Towne 1031 Exchange, LLC.

City of Franklin, Virginia

By _____
Its _____

Date: _____

cc: Ute Heidenreich, Towne 1031 Exchange, LLC

NOTICE OF ASSIGNMENT (Replacement Property Contract)

TO: The City of Franklin, Virginia

DATE: November 13, 2021

FROM: VORHEES WAREHOUSING CORP.

Notice is hereby given that all of our rights and interest in the purchase and sale agreement, dated as of September 27, 2021, for the property known as 170+/- acres owned by the City of Franklin, and more particularly described in such agreement (the "Property") have been assigned to Towne 1031 Exchange, LLC, as a qualified intermediary party to facilitate a like-kind exchange under Section 1031 of the Internal Revenue Code.

VORHEES WAREHOUSING CORP.
a New Jersey corporation

Ali Erten
President

Acknowledgment:

The undersigned hereby consents to the assignment and acceptance of Vorhees Warehousing Corp.'s rights and interest under the contract. Notwithstanding such assignment, the undersigned agrees that Vorhees Warehousing Corp. shall remain solely liable to the undersigned with regard to any and all indemnities, representations, warranties, covenants and other obligations under the contract, and the undersigned further agrees (i) to seek any remedy regarding a breach of the representations and warranties in the contract only against Vorhees Warehousing Corp. and (ii) to enforce any and all indemnities, covenants and other obligations in the contract only against Vorhees Warehousing Corp. and not against Towne 1031 Exchange, LLC.

City of Franklin, Virginia

By _____
Its _____

Date: _____

cc: Ute Heidenreich, Towne 1031 Exchange, LLC

Prepared by: Vivian Seay Giles, Esq. (VSB #32951), Sands Anderson PC
1111 East Main Street, Suite 2400, Richmond, VA 2321
804-783-7225 (telephone) | 804-783-7291 (facsimile)

Tax Map Numbers
155 - (186) - 1

Exempt from grantor's tax pursuant
to Virginia Code § 58.1-811(C)(4).

Return to:

Consideration: \$2,000,000.00
Assessed value: \$3,657,800.00

THIS DEED OF BARGAIN AND SALE is made this 17th day of November, 2021, by
and between the **THE CITY OF FRANKLIN, VIRGINIA**, a body politic and political
subdivision of the Commonwealth of Virginia, **GRANTOR** and party of the first part; and
VOORHEES WAREHOUSING CORP., a _____ corporation,
GRANTEE and party of the second part whose address is _____.

W I T N E S S E T H

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency of all of which is hereby
acknowledged, the party of the first part does hereby grant, bargain, sell, and convey with
SPECIAL WARRANTY, in fee simple, unto the party of the second part, the following described
real property, to-wit:

SEE SCHEDULE A ATTACHED

The above conveyance is made subject to all easements, covenants, restrictions, agreements, and conditions of record and legally applicable to the real property conveyed herein.

The execution and delivery of this Deed by the party of the first part is made pursuant to a Resolution duly adopted by the City Council of the City of Franklin, Virginia and attached hereto as **Exhibit A**.

WITNESS the following signature and seal:

CITY OF FRANKLIN, VIRGINIA

By: _____
Frank M. Rabil, Mayor

COMMONWEALTH OF VIRGINIA,
CITY OF FRANKLIN, to-wit:

The foregoing Deed of Bargain and Sale, was acknowledged before the undersigned notary public in and for the jurisdiction aforesaid **by Frank M. Rabil** in his capacity as Mayor of the City of Franklin, Virginia on behalf of the City of Franklin, Virginia, on this 22nd day of November, 2021.

Notary Public

Notary identification number: _____
My commission expires: _____

APPROVED AS TO FORM:

Sands Anderson PC
Vivian Seay Giles, Esquire
City Attorney

SCHEDULE A – LEGAL DESCRIPTION

ALL THOSE certain tracts or parcels of land lying, situate and being in the City of Franklin, Virginia and being designated as “PARCEL A 72.291 AC.” and “PARCEL C 122.886 AC.” as shown on that plat entitled, “PLAT SHOWING SUBDIVISION OF TAX PARCEL 155-(186)-1 PROPERTY OF CITY OF FRANKLIN LOCATED ON PRETLOW STREET & SOUTHAMPTON PARKWAY CITY OF FRANKLIN, VIRGINIA SCALE: 1” = 300’ SEPT. 28, 2021 REVISED OCTOBER 20, 2021”, made by J. D. Vann – Land Surveyor and recorded in the Clerk’s Office of the Circuit Court of Southampton County, Virginia in Plat Book 37 at Page 167. Reference is hereby made to said plat for a more particular description by metes and bounds.

IT BEING a portion of the same property conveyed to the City of Franklin, Virginia by Deed of Evelyn P. Rutledge, et al, dated June 20, 1989 and recorded in the Clerk’s Office aforesaid in Deed Book 329 at Page 831.



*Office of the City Manager
Amanda C. Jarratt*

November 15, 2021

To: Franklin City Council

From: Amanda C. Jarratt, City Manager

Reference: City Manager's Report

General Updates

- The City of Franklin staff continues to work with local, regional, and state partners to battle the impacts of COVID-19 and provide testing and vaccinations throughout the City.
- Work at Hunterdale Elementary School is expected to be complete by the close of the Thanksgiving weekend and Southampton County has commercial movers on standby beginning Thursday, December 2. Plans are to get all staff and equipment moved between December 2 and December 10, with the first trial scheduled at Hunterdale Elementary School on December 13th. Work at the Southampton County Courthouse should begin in early December – we have our preconstruction meeting for that set on December 7 at 1:00 p.m. The County has leased the former Registrar's Office (across the street from the Courthouse) to Heartland for their use as a construction project office. They have also agreed to allow them to use space in front of, and behind, the County Office Center for materials and equipment staging.
- Attached is the 2022 Holiday Schedule for your review and adoption. City Code indicates that the City of Franklin shall observe all State and Federal Holidays.

Community Events

- Small Business Saturday is November 27th.
- The City of Franklin Christmas parade is scheduled for Friday December 3rd with the theme of "Christmas Movies".
- The "Light Up the Night" Christmas Tree will be at the Market on Main beginning December 4th.

Commonwealth of Virginia 2022 Pay and Holiday Calendar

State Holidays

- January 17**
Martin Luther King, Jr. Day
- February 21**
George Washington Day
- May 30**
Memorial Day
- June 20**
Juneteenth (Observed)
- July 4**
Independence Day
- September 5**
Labor Day
- October 10**
Columbus Day & Yorktown Victory Day
- November 8**
Election Day
- November 11**
Veterans Day
- November 23**
4 hours additional holiday time
- November 24**
Thanksgiving
- November 25**
Day After Thanksgiving
- December 23**
8 hours additional holiday time
- December 26**
Christmas (Observed)

Please note: In some agencies, the holiday and payday schedule may vary from what is shown here. If you have questions, see your agency human resources officer.

Denotes Payday

Denotes Holiday

Denotes Additional Time Off 8 hrs 4 hrs

Denotes Payday on Holiday or Time Off

Published by the Virginia Department of Human Resource Management. An equal opportunity employer.

Published by Commonwealth of Virginia April 2021



January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



2022 HOLIDAY SCHEDULE

Martin Luther King, Jr. Day	Monday, January 17, 2022
George Washington Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Juneteenth	Monday, June 20, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Indigenous People's Day	Monday, October 10, 2022
Election Day	Tuesday, November 8, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving	Close @ Noon – Wednesday, November 23, 2022 Thursday, November 24, 2022 Friday, November 25, 2022
Christmas	Friday, December 23, 2022 Monday, December 26, 2022